

Appendix C



Sub Submit

About

Company Information

Customer and Partner Experience

Legal and Corp. Affairs

Investor Relations

Legal and Corporate Affairs

Legal and Corporate Affairs:

Overview

LCA Diversity

Intellectual Property

Intellectual Property Home

Use of Microsoft Copyrighted Content

About Microsoft Trademarks

IP Licensing

Software License Terms

Terms of Use

Notice About Online Policies and Similar Documents

Consumer Settlements

Antitrust

Compliance

Interoperability

Microsoft - Information on Terms of Use

Updated: March 09, 2007

On This Page

- [↓ ACCEPTANCE OF TERMS.](#)
- [↓ DESCRIPTION OF SERVICES.](#)
- [↓ PERSONAL AND NON-COMMERCIAL USE LIMITATION.](#)
- [↓ PRIVACY AND PROTECTION OF PERSONAL INFORMATION.](#)
- [↓ NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE.](#)
- [↓ NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEB SITE.](#)
- [↓ NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS WEB SITE.](#)
- [↓ MEMBER ACCOUNT, PASSWORD, AND SECURITY.](#)
- [↓ NO UNLAWFUL OR PROHIBITED USE.](#)
- [↓ USE OF SERVICES](#)
- [↓ MATERIALS PROVIDED TO MICROSOFT OR POSTED AT ANY MICROSOFT WEB SITE.](#)
- [↓ NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.](#)

Related Links

- Do you need permission to use Microsoft software, images or text?
- Learn more about Microsoft Trademark and Logo Guidelines
- Read about your Privacy & Security

↳ [LINKS TO THIRD PARTY SITES.](#)

↳ [UNSOLOITED IDEA SUBMISSION POLICY.](#)

↳ [COPYRIGHT NOTICE & FAQ.](#)

↳ [TRADEMARKS.](#)

ACCEPTANCE OF TERMS.

The services that Microsoft provides to you are subject to the following Terms of Use ("TOU"). Microsoft reserves the right to update the current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

↑ [Top of Page](#)

DESCRIPTION OF SERVICES.

Through its network of Web properties, Microsoft provides you with access to a variety of resources, including developer tools, download information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new

↑ [Top of Page](#)

PERSONAL AND NON-COMMERCIAL USE LIMITATION.

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

↑ [Top of Page](#)

PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

See the [Privacy Statement](#) disclosures relating to the collection and use of your information.

↑ [Top of Page](#)

NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE.

Any software that is made available to download from the Services ("Software") is the copyrighted work of Microsoft and/or its suppliers. the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the full extent of the law.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR WHICH IT IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED, MICROSOFT CORPORATION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FOR YOUR CONVENIENCE, MICROSOFT MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES. MICROSOFT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM THE TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS.

RESTRICTED RIGHTS LEGEND. Any Software which is downloaded from the Services for or on behalf of the United States of America, it Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in the Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software clause at FAR 52.227-14, Alt. III, as applicable. Manufacturer is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

↑ [Top of Page](#)

NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEB SITE.

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that (1) and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational purposes only and not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Academic institutions, universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the course of their educational mission, provided that such use does not violate any applicable law. Such use requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties, to the maximum extent possible.

Documents specified above do not include the design or layout of the Microsoft.com Web site or any other Microsoft owned, operated, or controlled Web sites. Such Web sites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. The Microsoft Web site may be copied or retransmitted unless expressly permitted by Microsoft.

MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS". MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SERVICES.

THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE INFORMATION HEREIN AT ANY TIME.

[Top of Page](#)

NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THE SERVICES.

IN NO EVENT SHALL MICROSOFT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

[Top of Page](#)

MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as requested in the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your account. You are entirely responsible for any and all activities that occur under your account. You agree to notify Microsoft immediately of any unauthorized use of your account or password. Microsoft will not be liable for any loss that you may incur as a result of someone else using your password or account, either accidentally or otherwise. Microsoft could be held liable for losses incurred by Microsoft or another party due to someone else using your account or password. You may not share your account or password with anyone without the prior written permission of the account holder.

[Top of Page](#)

NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, including but not limited to, using the Services in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, for the purpose of enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information available through the Services.

[Top of Page](#)

USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, and other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively, the "Communication Services").

the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name or language, or any other material which may be offensive to others or which may violate any law.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property rights, such as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have permission to upload them.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that violates any rights of any party, including trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or other malicious code, or any other files that may damage or interfere with the proper working of the Communication Services or another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically permit such activity.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary information contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or any part thereof.

Microsoft has no obligation to monitor the Communication Services. However, Microsoft reserves the right to review materials posted to the Communication Services at any time in its sole discretion. Microsoft reserves the right to terminate your access to any or all of the Communication Services at any time.

Microsoft reserves the right at all times to disclose any information as Microsoft deems necessary to satisfy any applicable law, regulation or order, or to respond to any request of law enforcement or other government authority. Microsoft also reserves the right to refuse to post or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Service. You are solely responsible for the content, messages or information found in any Communication Services and, therefore, Microsoft specifically disclaims any liability with respect to actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Microsoft spokespersons.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for your own actions.

[Top of Page](#)

MATERIALS PROVIDED TO MICROSOFT OR POSTED AT ANY MICROSOFT WEB SITE

Microsoft does not claim ownership of the materials you provide to Microsoft (including feedback and suggestions) or post, upload, input or otherwise communicate to Microsoft. You retain full ownership of the materials you provide. You grant Microsoft a non-exclusive, worldwide, royalty-free license to use, copy, modify, display, perform, sublicense and distribute the materials for the operation of their Internet businesses (including, without limitation, all Microsoft Services), including, without limitation, the license to use the materials in connection with Microsoft's products and services.

publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; or of the Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. Microsoft is under no obligation to post or may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described all the rights necessary for you to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or t ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Image or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitte have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in si of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display a Images, you are granting (a) to all members of your private community (for each such Images available to members of such private co such Images available anywhere on the Services, other than a private community), permission to use your Images in connection with th of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and inc wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Ir Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Ir remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Ir Images. No compensation will be paid with respect to the use of your Images.

[Top of Page](#)

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Pr RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

See [Notice and Procedure for Making Claims of Copyright Infringement](#).

[Top of Page](#)

LINKS TO THIRD PARTY SITES.

THE LINKS IN THIS AREA WILL LET YOU LEAVE MICROSOFT'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF MICROSC THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MICROSOFT IS PROVIDING THESE LINKS INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY MICROSOFT OF THE SITE.

[Top of Page](#)

UNSOLICITED IDEA SUBMISSION POLICY.

MICROSOFT OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERT. PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WH STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO MICROSOFT. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TC DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THA IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

[Top of Page](#)

COPYRIGHT NOTICE & FAQ.

© 2007 Microsoft Corporation. All rights reserved.

The following is provided for informational purposes only and should not be construed as legal advice. If you need legal advice, contact

What is copyright?

Copyright law protects original works, such as websites, books, music, paintings, photos and video. A work is "original" if it contains something that you have created. Typically, when you create an original work, you own the copyright. As the copyright owner, you can control how others use your work. You have the right to copy, distribute, make derivatives and publicly perform or display your work. You also have the ability to sell or give away these rights. In other words, you could sell the rights to your movie studio.

If you use someone else's copyrighted materials without permission, that use generally violates the copyright owner's exclusive rights, even if you borrow parts of other people's works in it (such as an existing photo, lengthy quotes from a book or a loop from a song), you may be infringing on the copyright owner's rights. For example, if your script is based on an existing popular series, you should obtain permission to use the elements you borrowed.

Copyright law is different from the law of personal property. If you buy a physical object, such as a movie on DVD, you own the physical object. You do not own the "copyrights" (the rights to make copies, distribute, make derivatives and publicly perform or display) in the content of the movie. Therefore, a DVD does not automatically grant you the right to copy or share it.

If you make your own movie, it may include many copyrighted works in it. So, if you decide to make a movie based on your script, you may need permission to use the elements you borrow. Especially keep in mind that photos or artwork hanging on the walls of your sets and MP3s) may be copyrighted. You should not include copyrighted works such as these in your movie without authorization.

A few other things to keep in mind are:

1. Just because a work does not include a copyright notice (e.g., © 2006 Microsoft Corporation) does not mean the work is in the public domain; it is still protected by copyright.
2. Just because a work is easily available on the internet or elsewhere does not mean you may use the work freely. Look for terms of use or license agreements that specify how works you find on the Internet may be used.

Isn't it in the public domain?

Just because a work is freely available, does not mean it is in the "public domain." Copyright is for a limited term; it does not last forever. Once the copyright term has expired, the work is in the public domain, it may be freely used without permission from the copyright owner.

Determining the term of copyright can be complex, particularly because copyright laws vary from country to country. Also, even if the work is in the public domain, it may not be freely used. Be careful about how you use a public domain work. For example, a book may be in the public domain, but it might not be ok to scan the book and post it online because the particular version of the book may contain new copyrightable material that is not in the public domain, such as cover art or illustrations.

What about fair use?

In limited situations, you can use copyrighted works without permission from the copyright holder. It can be difficult to figure out whether something is a fair use, though, because the laws in this area are often vague and vary from country to country.

The copyright law in the United States has a doctrine called "fair use". Fair use provides a defense to copyright infringement in some circumstances. For example, it allows documentary filmmakers to use very short clips of copyrighted movies, music and news footage without permission from the copyright holder. Determining whether something is a fair use involves weighing four factors. Unfortunately, weighing the fair use factors rarely results in a clear-cut answer.

Rather than applying a fair use test, many other countries have specific exceptions to copyright infringement. The number and type of copyrighted materials to be used without permission from the copyright holder for activities such as nonprofit research, teaching, news reporting and criticism.

If you incorrectly decide that something is a fair use or falls into an exception to copyright infringement, you could be held criminally liable. If you have questions regarding fair uses of copyrighted works, suggest you talk to a lawyer.

What happens if you upload copyrighted materials to one of our websites without permission?

By law, we are required to take down videos, music, photographs or other content you upload onto a website hosted by Microsoft if we believe that we have mistakenly taken down content you uploaded that you own or have permission to upload, you can also let us know. If we repeatedly receive complaints about your account, we will terminate your account and you could face criminal and civil penalties. So please, respect other people's copyrights.

What if my stuff is on a Microsoft website without my permission?

If you believe that anything on a website hosted by Microsoft infringes your copyright, let us know. Just provide us with the information so we can investigate. We will remove your content if we believe it infringes your copyright.

I want to share my content, but...

Many of our websites and services allow you to share content you create, such as video, music and photographs. Though there is no warning or notice required, it's important to consider how your content will be used online. If your content is misused when you share it online, you may consider making it available under a Creative Commons License.

Creative Commons licenses are a simple way for you to let people know what uses they can make of your creative works and under what conditions. Creative Commons offers a variety of customizable licenses based on your preferences and are automatically generated through the use of an online form. The form includes questions about the type of work, the intended audience, whether the work can be used for non-commercial purposes and whether the work may be modified. As such, a variety of licenses are possible. For example, an "Attribution-NonCommercial-ShareAlike" license would allow others to use your work as long as they indicate that you are the copyright holder.

Creative Commons is continually developing new licenses tailored to needs identified by creative people like you. To learn more about Creative Commons licenses, visit their website (<http://creativecommons.org/>).

What if I don't want my website crawled?

Microsoft search services (MSN Search and Windows Live Search) follow the Robots Exclusion Standards. This means that you can control how often Microsoft bots access your website. To learn how to do so, or for more information regarding Microsoft's webcrawling and site crawling policies, visit <http://search.msn.com/docs/siteowner.aspx>.

[Top of Page](#)

TRADEMARKS.

Trademark information is available at <http://www.microsoft.com/about/legal/en/us/intellectualproperty/trademarks/en-us.aspx>.

Any rights not expressly granted herein are reserved.

Send your questions to the appropriate contact as listed below:

- MSN Web properties, contact webmaster@msn.com
- Hotmail, contact support@hotmail.com; for spam/privacy issues, contact abuse@hotmail.com or hotmailprivacy@hotmail.com
- Piracy questions can be routed to piracy@microsoft.com or by calling 1-800-R-U-LEGIT.

[Top of Page](#)

[Manage Your Account](#)

[Contact Us](#) [Terms of Use](#) [Trademarks](#)